

(Τύπος J. 175.)

## ΠΡΩΤΟΚΟΛΛΗΤΕΙΟ

Αγωγή Αρ.

Λ/σίας

Αρ. 5—ΕΝΟΡΚΗ ΔΗΛΩΣΗ ΕΠΙΔΟΣΗΣ (Δ. 5, Κ. 2)

Εγώ, ο **Γιαννάκης Γ. Βαλανίδης**, **Ιδιώτης Επιδότης**, εκ **Λεμεσού**  
 ορκίζομαι και λέγω ότι επέδωσα επίσημο αντίγραφο της επιστολής εις αγγλικά ημερ. 06/03/19  
~~στην Αγωγή με Αριθμό~~ ~~του Πρωτοκολλητέου~~ στη (α) Π. Γερμασόγειας  
 την 19/06/2019, αφήνοντάς το στο εγγεγραμμένο γραφείο εις την οδό Παναγιώτη Τσαγγάρη  
 30, FLOOR 1, FLAT 1 4042 Λεμεσός  
 έναντι της υπογραφής του στον (β) ILYA YAKIMOV

από Π. Γερμασόγειας

(γ) ή για την εταιρεία NIVAL INTERNATIONAL LIMITED  
~~τον οποίο δεν βρήκα στο σπίτι του ή στο συνηθισμένο τόπο εργασίας του,~~  
 ο πιο πάνω ILYA YAKIMOV

(δ) είναι διευθυντής και εργαζόμενος της πιο πάνω εταιρείας NIVAL INTERNATIONAL LIMITED

Αντίγραφο του εγγράφου/εγγράφων που επιδόθηκαν επισυνάπτεται στην παρούσα  
 σαν τεκμήριο και σημειώνεται "Α".

**Γιαννάκης Γ. Βαλανίδης**  
**Ιδιώτης Επιδότης**

(Υπογραφή) .....

Υπόγραψε και ορκίστηκε ενώπιόν μου στη **Λεμεσό**  
 την 20/06/2019.



.....  
 Πρωτοκολλητής

- (α) Πόλη ή χωριό που γίνεται η επίδοση.  
 (β) Διαγράψετε τη λέξη "Εναγόμενος" εάν δεν εφαρμόζεται.  
 (γ) Διαγράψετε μέχρι το τέλος, εάν δεν εφαρμόζεται.  
 (δ) Δηλώσετε την σχέση του με τον Εναγόμενο για τον οποίο αφήσετε το κλητήριο.

ΣΗΜ.—Η ένορκη Δήλωση επίδοσης πρέπει να γίνει μέσα σε 7 ημέρες από την επίδοση.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

TINYBUILD LLC, a Washington limited liability  
company,

\_\_\_\_\_  
*Plaintiff(s)*

v.

NIVAL INTERNATIONAL LIMITED, a Cypriot  
corporation,

\_\_\_\_\_  
*Defendant(s)*

Civil Action No. 2:19-cv-00805-TSZ

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* NIVAL INTERNATIONAL LIMITED, a Cypriot corporation  
NIVAL International, Ltd.  
30 Panagioti Tsangari, Office 1  
Limassol, 4041, Cyprus

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John B. Crosetto  
Garvey Schubert Barer, P.C.  
1191 2nd AVE., STE 1800  
Seattle, WA 98101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

6/3/2019

Date: \_\_\_\_\_

CLERK OF COURT



\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

AO 140 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

TINYBUILD LLC, a Washington limited  
liability company,

Plaintiff,

v.

NIVAL INTERNATIONAL LIMITED, a  
Cypriot corporation,

Defendant.

NO.

**COMPLAINT FOR BREACH OF  
CONTRACT, BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND  
FAIR DEALING, AND  
DECLARATORY JUDGMENT**

Plaintiff tinyBuild LLC ("tinyBuild") complains and alleges as follows:

**I. PARTIES**

1. tinyBuild is a Washington limited liability company that specializes in independent video game development and publishing. tinyBuild's sole member is a Delaware corporation.

2. NIVAL International Limited ("NIVAL") is a video game developer formed under the laws of Cyprus. tinyBuild is informed and believes, and on that basis alleges, that NIVAL's principal place of business is Cyprus.

///

///

**CERTIFIED TRUE COPY**  
**ATTEST: WILLIAM M. McCOOL**  
**Clerk, U.S. District Court**  
**Western District of Washington**  
By                      **Deputy Clerk**

COMPLAINT FOR BREACH OF CONTRACT, BREACH OF IMPLIED  
COVENANT OF GOOD FAITH AND FAIR DEALING, AND  
DECLARATORY JUDGMENT - I

**GARVEY SCHUBERT BARER, P.C.**  
eighteenth floor  
1191 second avenue  
seattle, washington 98101-2939  
206 464 3939

## II. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 (diversity jurisdiction). This is a controversy between citizens of different states or nations, and the amount in controversy exceeds \$75,000.

4. NIVAL expressly consented that this Court has personal jurisdiction over it. The Court further has personal jurisdiction over NIVAL pursuant to RCW 4.28.185.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

## III. FACTS COMMON TO ALL CLAIMS

6. On or about March 29, 2018, tinyBuild, NIVAL, and non-party Savvas Petras entered into a Development and Publishing Agreement (the "Agreement").

7. Under the Agreement, Savvas Petras would design, and NIVAL would develop, a video game (the "Product") that tinyBuild would then publish.

8. The Agreement includes a funding schedule tied to milestones whereby tinyBuild agreed to pay NIVAL funds in advance and in return NIVAL agreed to develop the Product through certain milestones.

9. The Agreement allocates between the parties revenue earned from the Product after publication. However, under the Agreement, NIVAL is only entitled to royalties if it develops the Product past the Beta Milestone.

10. The Agreement specifies that all intellectual property rights to the Product belong to tinyBuild.

11. In the event of a breach, the parties agreed that tinyBuild may terminate the Agreement if the breach is not cured within 30 days of written notice.

12. Per the Agreement's funding schedule, tinyBuild advanced NIVAL funds by July 1, 2018, so that NIVAL could reach the Alpha Milestone by November 1, 2018. Despite NIVAL accepting the funds in advance, NIVAL missed the Alpha Milestone deadline. NIVAL delivered the Alpha build of the Product over a month late in December 2018.



1           13.     tinyBuild then promptly advanced NIVAL the agreed-to funds for NIVAL to  
2 further develop the Product through the Beta Milestone. Per the Agreement, NIVAL had until  
3 April 1, 2019 to reach the Beta Milestone.

4           14.     After receiving the Beta advance, NIVAL refused to develop the Product further  
5 until tinyBuild provided additional funding. By holding tinyBuild's Product hostage, NIVAL  
6 defied the parties' funding and milestone schedule under the Agreement. tinyBuild asked  
7 NIVAL to provide information to substantiate the demand for additional funding in breach of  
8 the Agreement. The information NIVAL provided was vague and suggested that much of the  
9 money advanced by tinyBuild for the Alpha milestone was not used to develop the Product.  
10 When tinyBuild requested further information and explanation, NIVAL refused. Instead,  
11 NIVAL informed tinyBuild that it was stopping development of the Product.

12           15.     At the same time, NIVAL informed Savvas Petras – the Product designer – that  
13 the project was ending. NIVAL then locked the designer out of NIVAL's systems, where he  
14 accessed and worked on the Product.

15           16.     In response to NIVAL's shutdown of the development of the Product, on  
16 January 9, 2019, tinyBuild provided NIVAL notice of NIVAL's breach of the Agreement. The  
17 parties proceeded to negotiate a termination of the Agreement. NIVAL insisted, despite the  
18 fact that it never continued development of the Product past the Alpha Milestone – let alone the  
19 Beta Milestone – that it is entitled to royalties.

20           17.     On February 27, 2019, in light of NIVAL's failure to cure, tinyBuild provided  
21 NIVAL notice of termination of the Agreement. tinyBuild demanded that NIVAL cease work  
22 and deliver all assets owned by tinyBuild, including source code within ten days. NIVAL  
23 acknowledged receipt of the notice but has refused to hand over the Product assets owned by  
24 tinyBuild, including source code. Each day NIVAL withholds Product assets from tinyBuild  
25 increases tinyBuild's losses.  
26

#### IV. CAUSES OF ACTION

## FAITH AND FAIR DEALING

GARVEY SCHUBERT BARER, P.C.  
eighteenth floor  
1191 second avenue  
seattle, washington 98101-2939  
206 464 3939

1           26.     The Agreement imposed a duty of good faith and fair dealing on NIVAL.

2           27.     NIVAL's actions as alleged herein breached the implied covenant of good faith  
3 and fair dealing.

4           28.     tinyBuild has been damaged in an amount to be proven at trial. tinyBuild is  
5 entitled to an award of reasonable attorney's fees and costs under the Agreement.

6                   **THIRD CAUSE OF ACTION - DECLARATORY JUDGMENT**

7           29.     tinyBuild reincorporates the preceding paragraphs as though fully set forth  
8 herein.

9           30.     tinyBuild is entitled to judgment that it owns all rights in the Product, including  
10 the source code.

11           31.     The Agreement specifies that all intellectual product rights to the Product belong  
12 to tinyBuild.

13           32.     tinyBuild has requested NIVAL to return all assets that belong to tinyBuild,  
14 including Product source code. NIVAL has refused and continues to refuse to deliver the  
15 Product intellectual property to tinyBuild.

16           33.     tinyBuild is entitled to judgment that NIVAL has no rights to royalty payments  
17 under the terms of the Agreement.

18           34.     The Agreement specifies that tinyBuild may take control of the development of  
19 the Product if NIVAL stopped developing the Product. The Agreement further specifies that in  
20 the event tinyBuild takes over development of the Product that NIVAL may receive royalties  
21 only if it developed the Product past the Beta Milestone.

22           35.     NIVAL stopped developing the Product shortly after reaching the Alpha  
23 Milestone. NIVAL failed to cure its breach after notice from tinyBuild. tinyBuild therefore  
24 terminated the Agreement. At the time of termination, NIVAL had not submitted the Beta  
25 Milestone nor continued to develop the Product past the Beta Milestone. NIVAL is thus not  
26 entitled to royalties from the Product, despite its claims to the contrary.



**V. REQUEST FOR RELIEF**

Based on the above, the plaintiff tinyBuild requests the following relief:

1. Judgment in favor of tinyBuild against NIVAL for all damages arising out of the parties' contract(s) in an amount to be proven at trial.
2. A declaratory judgment that tinyBuild owns all rights in the Product, including the source code.
3. A declaratory judgment that NIVAL has no right to royalty payments under the parties' contract(s).
4. For pre- and post-judgment interest at the rate provided by statute, contract, or other applicable law.
5. For attorneys' fees, costs, and expenses as provided by statute, contract, or other applicable law.
6. Such other relief deemed just and equitable.

DATED this 28th day of May, 2019.

GARVEY SCHUBERT BARER, P.C.

By /s/ John Crosetto  
John Crosetto, WSBA #36667  
Attorneys for Plaintiff tinyBuild LLC

GSB:10206609.4 [19767.00100]

JS 44 (Rev. 02/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS** TinyBuild LLC, a Washington Limited Liability Company

(b) County of Residence of First Listed Plaintiff King  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
John B. Crosetto  
Garvey Schubert Barer, P.C.  
1191 2nd Ave., Ste. 1800, Seattle, WA 98101 206-464-3939

**DEFENDANTS** Nival International Limited, a Cypriot Corporation

County of Residence of First Listed Defendant Cyprus  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |   |                                       |   |                                |                                |
|---|---|---------------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State                   | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1        | Incorporated or Principal Place of Business in This State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2                | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5     | <input type="checkbox"/> 5     |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3                | <input checked="" type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6     |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reopened or Recaptured    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1332

Brief description of cause:

Breach of Contract and Declaratory Judgment

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint.

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
05/28/2019SIGNATURE OF ATTORNEY OF RECORD  
/s/ John B. Crosetto

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JS 44 Reverse (Rev. 02/19)

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

1 JOHN CROSETTO, WSBA # 36667  
2 Garvey Schubert Barer, P.C.  
3 Eighteenth Floor  
4 1191 Second Avenue  
5 Seattle, Washington 98101-2939  
6 Ph: 206 464 3939

7 *Attorneys for Plaintiff*

8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
10 AT SEATTLE

11 TINYBUILD LLC, a Washington limited  
12 liability company,

13 Plaintiff,

14 v.

15 NIVAL INTERNATIONAL LIMITED, a  
16 Cypriot corporation,

Defendant.

NO. 2:19-cv-00805

TINYBUILD LLC'S CORPORATE  
DISCLOSURE STATEMENT

17 Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and LCR 7.1, Plaintiff  
18 tinyBuild LLC, a non-governmental corporate party, certifies that it is not a publicly owned  
19 corporation, that its sole member is tinyBuild Inc. (a Delaware corporation), and that Hong  
20 Kong NetEase Interactive Entertainment Limited, whose parent is NetEase, Inc. (a public  
21 company), owns more than 10% of tinyBuild Inc.'s stock.

22 DATED this 29th day of May, 2019.  
23  
24  
25  
26

GARVEY SCHUBERT BARER, P.C.

By /s/ John Crosetto  
John Crosetto, WSBA #36667  
Attorneys for Plaintiff tinyBuild LLC

GSB:10307631.1 [19767.00700]



JOHN CROSETTO, WSBA # 36667  
Garvey Schubert Barer, P.C.  
Eighteenth Floor  
1191 Second Avenue  
Seattle, Washington 98101-2939  
Ph: 206 464 3939

Judge Thomas S. Zilly

*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

TINYBUILD LLC, a Washington limited  
liability company,

Plaintiff,

v.

NIVAL INTERNATIONAL LIMITED, a  
Cypriot corporation,

Defendant.

NO. 2:19-cv-00805

AMENDED

TINYBUILD LLC'S CORPORATE  
DISCLOSURE STATEMENT

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and LCR 7.1, Plaintiff  
tinyBuild LLC, a non-governmental corporate party, certifies that it is not a publicly owned  
corporation, that its sole member is tinyBuild Inc. (a Delaware corporation), and that Hong  
Kong NetEase Interactive Entertainment Limited, whose parent is NetEase, Inc. (a public  
company), owns more than 10% of tinyBuild Inc.'s stock.

DATED this 31st day of May, 2019.

GARVEY SCHUBERT BARER, P.C.

By /s/ John Crosetto  
John Crosetto, WSBA #36667  
Attorneys for Plaintiff tinyBuild LLC

GSB:10307631.1 [19767.00700]

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Judge Thomas S. Zilly

*Attorneys for Plaintiff*

8 UNITED STATES DISTRICT COURT  
9 FOR THE WESTERN DISTRICT OF WASHINGTON  
10 AT SEATTLE

10 TINYBUILD LLC, a Washington limited  
11 liability company,

12 Plaintiff,

13 v.

14 NIVAL INTERNATIONAL LIMITED, a  
15 Cypriot corporation,

16 Defendant.

NO. 2:19-cv-00805

**JURY DEMAND**

17 Plaintiff tinyBuild LLC hereby demands that the above-entitled action be tried to a jury.

18  
19 DATED this 3<sup>rd</sup> day of June, 2019.

20 GARVEY SCHUBERT BARER, P.C.

21 By /s/ John Crosetto  
22 John Crosetto, WSBA #36667  
23 Attorneys for Plaintiff tinyBuild LLC

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JURY DEMAND - 1

GSB 10318581.1

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